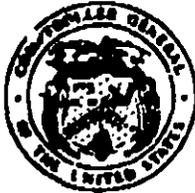


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*J. Notopoulos
Proc II*

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548**

FILE: B-187600

DATE: January 6, 1977

MATTER OF: Worldwide Services, Incorporated

DIGEST:

1. Bid which contains prices in unit price column which are apparently intended as extended prices is responsive and subject to correction since bid evidences bidder's commitment to furnish all items and intended unit prices are determinable from bid itself.
2. Where bid contains both total lot price and component prices thereof, apparent error in adding component prices is correctable since bidder would be low regardless of whether total bid price for lot or sum of bid prices for each item in lot governs and since bidder adequately verified intended bid price.

Worldwide Services, Incorporated, protests the proposed action by the Department of the Army to waive the failure by the second low bidder to insert unit prices in its bid and to permit correction of an apparent clerical error on the face of that bid under invitation for bids (IFB) No. DABT31-76-B-0113, issued by the Procurement Division, Fort Leonard Wood, Missouri, for the supply of food service cook services at that activity in accordance with detailed specifications set out in the IFB.

The low bidder under that procurement, Webster Contractors, Incorporated, was permitted to withdraw its bid after it was determined that there was clear and convincing evidence of a mistake in its bid, but not of the intended bid price. Accordingly, Tombs and Sons, Incorporated (Tombs), the second low bidder, became eligible for award, thereby precipitating this protest by the third low bidder, Worldwide Services, Incorporated.

The schedule of the IFB was divided into a total of six lots, each lot being comprised of a varying number of individual line items broken down into "work days" and/or "non-work days" for a designated building. Next to each of these items were columns reading, from left to right, "quantity", "unit", "unit price" and "EST. amount". Pre-inserted by the Government in the quantity column was the estimated number of workdays and non-workdays for the various items, while the word "days" was pre-inserted in the column entitled "unit". The "unit price" and "EST. amount"

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columns were left blank so that bidders could quote a unit price, and compute the total estimated amount by multiplying their submitted unit prices by the pre-inserted number of days set forth in the quantity column.

Tombs inserted prices in the unit price column for each item and a sum in the amount column for each lot beside the bottom line of each lot reading "Total Lot" but did not insert any figure for individual items in the "amount" column. The sum of the insertions in the unit price column for each item in the lot, with the exception of Lot #5, equalled the figure inserted in the amount column for each lot. The inserted totals for each of the six lots added up to Tombs' total bid price of \$2,838,760.40. With regard to Lot #5, the individual line insertions totaled \$240,946.95, while Tombs inserted \$246,946.95 as its total for the lot.

The Army administratively determined that the figures inserted in the unit price column were amount prices, rather than unit prices for each item, with the obvious consequence that Tombs had failed to insert unit prices for the designated line items, and that Tombs had erroneously added the amounts inserted in its bid for Lot #5, so that a correction of that lot price to \$240,946.95, and a \$6,000 reduction in Tombs total price constituted a correct expression of the intended bid price.

In response to the Army's subsequent request for bid verification, Tombs submitted a revised bid form showing the unit price breakdown for the previously submitted total prices along with its notarized original worksheets in which the \$6,000 error in addition for Lot #5 was also reflected. Tombs confirmed the \$6,000 error for Lot #5, and advised that its intended total contract price was \$2,832,760.40.

The principal argument of the protester's counsel is that Tombs' bid must be rejected as nonresponsive. Counsel states that the figures inserted by Tombs in the unit price column were so large that they clearly were not intended as unit prices, and contends that submission of unit prices is absolutely essential to the proper evaluation of prices and contract award since the unit prices, not the total estimated amount, determine the actual price of the contract * * *. Counsel cites B-159602, July 21, 1966 as authority for the proposition that Tombs' bid must be deemed nonresponsive

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for failure to include a material element, and offers our decision Garamond Pridemark Press, B-182664, February 21, 1975, 75-1 CPD 108, as an analogous case in which this Office concurred that the failure of a bidder to offer unit prices rendered a bid non-responsive. Counsel also relies on 38 Comp. Gen. 819 (1959); A. C. Ball Company, B-185034, April 13, 1976, 76-1 CPD 249; and other cases for the general proposition that a bid which is initially nonresponsive may not be made responsive through the bid correction procedures applicable to mistakes in bids, even though correction of the alleged errors may result in savings to the Government.

Counsel argues in the alternative that should Tombs' bid be determined responsive, it may not be corrected pursuant to the mistake in bid procedures of Armed Services Procurement Regulation (ASPR) § 2-406 (1975 ed.) because the steps necessary for correction in this instance--reduction of the total for Lot #5 and the total bid price by \$6,000, shifting the amounts appearing initially in the unit price column to the amount column, and computing unit prices by dividing those amounts by the number of units--are much too complex to be accommodated by the mistake in bid procedures. It is further argued that correction may not be made because Tombs' working papers do not support the apparent errors.

We agree with the Army that Tombs' bid is responsive and that it may be corrected pursuant to ASPR § 2-406.2. We have held that the omission of unit prices will not render a bid nonresponsive when the low bid can be evaluated on a basis common to all bids, and that the omission of unit prices under such circumstances constitutes a minor informality or irregularity that may be waived or cured under ASPR § 2-405. Included in such circumstances are cases where omitted unit prices may properly be ascertained by dividing submitted total prices by the number of units shown in the bidding documents. B-176425, October 18, 1972; see also Wholesale Tool Company, Inc., B-182445, April 15, 1975, 75-1 CPD 226. Furthermore, we have held that a bid stating a monthly price for estimated square footage to be serviced instead of a unit price based upon square footage is correctable under ASPR § 2-406.2 as a clerical mistake apparent on the face of the bid since the correct unit price is determinable from the face of the bid by division of the inserted monthly price by the estimated square feet stated in the bid, and since no other unit figure could be computed

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from the IFB's bidding formula. Atlantic Maintenance Company, 14 Comp. Gen. 686, 690 (1975), 75-1 CPD 43. Here, the protester concedes that the prices Tombs inserted in the unit price column were not intended to be unit prices, and we think it is apparent that they were actually intended as amount prices, so that the intended unit prices are determinable from the bid itself by dividing the inserted prices by the number of days specified in the IFB.

The cases cited by the protester are clearly inapplicable to these circumstances. For example, B-159692, *supra*, involved a bid which was held to be nonresponsive, not for failure to specify a unit price, but for the mistake insertion of rates in the bid form in excess of the maximum rates permitted by the bid documents, while in Garamond Pridemark Press, supra, the omission of unit prices resulted in the absence of any price whatsoever for two items in the solicitation, so that the bidder, upon acceptance of the bid, would not have been obligated to furnish the listed supplies. Here, of course, Tombs inserted a price for each item in the schedule and clearly obligated itself to furnish all the services set out in the schedule.

With regard to the error in Lot #5, the protester contends that it is virtually impossible to calculate the amounts which should appear in the estimated amount column because in the food services industry it is common practice for a bidder to determine a total price for a lot and then "back into" the unit prices to be shown on the schedule. Thus, according to the protester, the \$246,946.95 total figure for lot #5 should be regarded as the intended lot price, thereby precluding any determination of the intended amounts for each line item of the lot or of the unit price for each such line item.

In this case, Tombs would be the low bidder regardless of whether the total lot price or the sum of the individual item prices in the lot were to govern. Thus, it was appropriate for the contracting officer to permit Tombs to submit worksheets to verify its intended bid. Unlike the situation in the case cited by the protester (Dyneteria, Inc. (reconsideration), B-184321, July 14, 1976, 76-2 CPD 42), despite the protester's assertion to the contrary, and notwithstanding the practices of the food services industry, the worksheets support Tombs' assertion that it intended to bid \$240,946.95 for Lot #5 and did not do so solely because of a clerical error in addition.

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Under these circumstances, we believe the contracting officer properly determined that Tombs' bid was correctable under the applicable regulations and the protest is therefore denied.

A handwritten signature in dark ink, appearing to read "R. K. ...", is written above the typed name.
**Deputy Comptroller General
of the United States**